



1811 W. Airline Highway LaPlace, LA 70068 (985) 652-9569



ST JOHN THE BAPTIST PARIS
ELIANA DEFRANCESCH Clerk of Cour
I certify that this is a true copy of the
original filing that was recorded on:
04/20/2021 10:20AM

319001-00 #82951

MEMORANDUM OF UNDERSTANDING BETWEEN ST. JOHN THE BAPTIST PARISH AND NEW WINE CHRISTIAN FELLOWSHIP

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into on this day of ________, 2021 by and between St. John the Baptist Parish Council, (hereinafter referred to as "Parish"), represented by Jaclyn Hotard, Parish President and New Wine Christian Fellowship, (hereinafter referred to as "NWCF") represented by Neil Bernard, Pastor, duly authorized to enter into this MOU on behalf of NWCF via resolution passed on the 8th day of December 2020, under the following terms and conditions. St. John the Baptist Parish Council and New Wine Christian Fellowship are sometimes individually referred to as "Party" and collectively referred to as the "Parties".

WHEREAS, the Parish has determined that the facility (gym) located at 1921 W. Airline Hwy, LaPlace, LA and the parking lot may be suitable for the Parks and Recreation Department of St. John the Baptist Parish basketball teams to practice and host games as scheduled by the Parks and Recreation Department; and

WHEREAS, NWCF has the resources to allow the Parks and Recreation Department basketball teams to practice and host games to efficiently serve the public citizens in the best interest of the Parish; and

WHEREAS, NWCF will provide the Parish use of a clean, safe, and structurally sound facility equipped with cooling, heating, water and restroom systems that are in proper functioning and working order and use of the parking lot; and

WHEREAS, the Parks and Recreation Department of St. John the Baptist Parish will provide basketball equipment and other recreational type of equipment and affects to NWCF to be used; and

WHEREAS, NWCF has agreed to comply to the terms of this MOU.

NOW THEREFORE, St. John the Baptist Parish and NWCF for the consideration and under the conditions set forth do agree as follows:

PURPOSE

The purpose of this Memorandum of Understanding is to establish the responsibilities between the Parish and NWCF for the use of the facility (gym).

MISSION

The mission and vision of St. John the Baptist Parish Government is to effectively and efficiently serve the citizens of the community in a manner that ensures transparency, ethical business practices, economic development and a thriving healthy community.

DEFINITIONS

Defined Terms – As used herein the following terms shall have the following meanings unless the context otherwise requires, and such meanings shall be equally applicable to both singular and plural forms of the terms herein defined:

"MOU" shall have the same meaning as "Agreement".

"Agreement" shall mean this Memorandum of Understanding.

"Parish" shall mean the St. John the Baptist Parish Council.

"NWCF" shall mean New Wine Christian Fellowship.

OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for Parks and Recreation Department of St. John the Baptist Parish to provide basketball equipment and other recreational type equipment and affects to NWCF to be used as NWCF will offer the use of their facility (gym) to the Parks and Recreation Department basketball teams to practice and host games as scheduled by the Parks and Recreation Department., and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

It is mutually understood and agreement upon by and between the Parties that:

RESPONSIBILITIES OF THE PARISH:

- 1. The Parish will name NWCF as additional insured.
- 2. Provide support for the successful implementation of basketball practices and games as scheduled by the Parks and Recreation Department
- 3. Provide basketball practice schedule and game schedule at least seven (7) days in advance
- 4. Provide basketball equipment and other recreation type equipment
- 5. Schedule pre-trained Parish staff to assist during basketball practices and games, as requested by NWCF.
- 6. Provide insurance for basketball practice participants (See Exhibit A).

RESPONSIBLITILES OF NWCF:

- 1. Provide use of their facility (gym) to the Parks and Recreation Department basketball teams to practice and host games
- 2. Consult with Director of Parks and Recreation Department or designee regarding this Agreement
- 3. Request assistance from the Director of Parks and Recreation Department or designee for needs such as equipment, supplies, staffing and technical assistance.
- 4. Provide insurance for property including the parking lot (See Exhibit B).

JOINT RESPONSIBILIES:

- 1. Manage the set-up, operations, and demobilization of the facility.
- 2. Participate in required meetings as requested by either party.

MODIFICATIONS

This Agreement sets forth the full and entire understanding of the Parish and NWCF regarding the matter herein. This Agreement may be modified by mutual consent of both parties.

TERM

The term of this Agreement will become effective on ______for a period of three (3) years.

AMENDMENT

This Agreement may be amended by written consent, executed by both parties and subject to approval by St. John the Baptist Parish Council.

EXTENSION

The term of this Agreement may be extended by written consent, executed by both parties and subject to approval of the St. John the Baptist Parish Council.

WITHDRAWAL OF PARTICIPATION

Any party to this agreement may withdraw as a participant upon providing a thirty (30) day prior written notice to the other party. NWCF's participation in this project is voluntary and NWCF may withdraw from the project at any time.

If NWCF withdraws from the project at any point, the Parish will not be responsible for any costs incurred or contracts or subcontracts entered into by the NWCF.

NOTICE

All notices or demands required to be given, pursuant to the terms of this Agreement, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to NWCF:

New Wine Christian Fellowship Attn: Pastor Neil Bernard 1921 West Airline Hwy LaPlace, LA 70068

Telephone: (985) 653-0008

If to Parish:

St. John the Baptist Parish Attn: Jaclyn Hotard 1811 West Airline Hwy LaPlace, LA 70068

Telephone: (504) 652-9569

ENTIRE AGREEMENT

This MOU shall constitute the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary Agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this MOU.

INDEMNIFICATION AND HOLD HARMLESS

Each of the parties signatory to this agreement agrees to indemnify and hold all other parties harmless and waives all claims for compensation for any loss, damage, personal injury, death, or other entanglement incurred arising as a consequence of general or specific acts or omissions of the indemnifying parties' own employees, agents and designated representatives in the performance of this Agreement.

RIGHT OF ACCESS

NWCF grants freely and without coercion the right of access and entry to the subject property to the Parish of St. John the Baptist.

ACCESS TO RECORDS AND REPORTS

Pursuant to the provisions of the Code of the Parish of St. John the Baptist, Chapter 1, Art. VII, Sect. H (relative to the operations and authority of the Parish to conduct an independent audit of all accounts and financial transactions of the Parish), incorporated herein by reference), NWCF agrees to provide the Parish access to all books, documents, papers, and records of NWCF which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. NWCF agrees to maintain all books, records, accounts and reports required under this Agreement for a period of three years from the end of the performance period.

SEVERABILITY

If any terms or provisions of this MOU shall be invalid or unenforceable, the remainder of this MOU's, terms, provisions or applications to circumstances which is not held invalid or unenforceable shall not be affected thereby, and each term and provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

ADDITIONAL INSTRUMENTS

The parties hereto agree that, when called on to do so, each of them will execute such other instruments in writing or do such other things that are required in order to give full effect to the covenants and conditions required of them under this MOU.

APPLICABLE LAW

NWCF and the Parish hereby consent and yield to the jurisdiction of the 40th Judicial District Court District for the Parish of St. John the Baptist and do hereby formally waive any pleas of jurisdiction.

IN WITNESS	THEREOF this agreement has been executed and approved on this 2021 and is effective and operative as to each of the parties as herein p	$\frac{\mathbf{n}}{\mathbf{n}}$ day of
March	_ 2021 and is effective and operative as to each of the parties as herein p	provided.

Neil Bernard

Pastor

New Wine Christian Fellowship

Witness: Makm C ()

Jaclyn Hotard Parish President

St. John the Baptist Parish

Witness:

Mitnoss

New Wine Christian Fellowship

Corporate Resolution of Signing Authority

signing authority of New Wine Christian Fellowship, a corporation duly conformed pursuant to the

This resolution has been approved by the Board of Directors of New Wine Christian Fellowship on January 1, 2020.

Neil Bernard

1929 W. Airline Hwy - LaPlace, LA 70068 Office: (985)653-0008 Email: admin@newwinelaplace.org

"Renewing Lives, Restoring Families, & Rebuilding Communities"

EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2021 8:00:41 AM

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate does not confer rights to the certificate holder in fleu of such endorsement(s).					
FRANCIS L. DEAN & ASSOCIATES, LLC 12800 UNIVERSITY DR STE 125 FORT MYERS, FL 33907-5335 (800)	C O N HONE (800) 745-2409 (A/C, No, Ext): (A/C, No): E-MAIL info@fdean.com ADDRESS:				
745-2409	INSURER(S) AFFORDIN	NAIC #			
	INSURER A : United States Fire Insura	ance	2111		
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND	INSURER B:				
ITS PARTICIPATING MEMBERS:	INSURER C:				
St. John Parish	INSURER D :				
Recreation 1811 West Airline	INSURER E :				
Highway LaPlace, LA 70068	INSURER F:				

COVERAGES CERTIFICATE NUMBER: USP334118 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE

SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN

ADD SUB POLICY NUMBER POLICY EFF EXP

L POLICIES DESCRIBED HEREIN IS INS TYPE OF INSURANCE GENERAL AGGREGATE \$1,000,000.00 **GENERAL LIABILITY** 03/18/202 03/18/202 SRPGAPML-101-X COMMERCIAL GENERAL LIABILITY PRODUCTS - COMP/OP \$1,000,000.00 0720 CLAIMS-MADE X OCCUR PERSONAL & ADV INJURY \$1,000,000.00 12:01 AM 12:01 AM EACH OCCURRENCE \$1,000,000.00 X INCLUDES ATHLETIC PARTICIPANTS \$300,000.00 FIRE DAMAGE (Any one GEN'L AGGREGATE LIMIT APPLIES PER: \$0.00 MED EXP (Any one person) X POLICY COMBINED SINGLE LIMIT \$ **AUTOMOBILE LIABILITY** (Ea accident) BODILY INJURY (Per \$ ANY AUTO ALL OWNED AUTOS CHEDUL BODILY INJURY (Per \$ ED AUTOS PROPERTY DAMAGE HIRED AUTO \$ (Per accident)

POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE

					GENERAL AGGREGATE	\$
DESCRIPTION OF OPERATIONS / LO	CATIONS / VEH	ICLES (Attach ACORD 101, Ad	ditional Remarks Schedule	e, if more spa	ce is required)	
Covered Activity: Adult & You	th Sports Act	ivities				
CERTIFICATE HOLDER CA	NCELL ATI	ON				
CENTIFICATE HOLDER CA	INCLLLAIN	014				
St. John Parish			SHOULD ANY		ABOVE-DESCRIBED	POLICIES BE

Recreation 1811

West Airline
Highway LaPlace,
LA 70068

Highway LaPlace,
Francis L.

ACORD 25 (2010/05) v141120.001

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NAMED INSURED MEMBER CERTIFICATE OF COVERAGE

CERTIFICATE #: USP334118 MASTER POLICY #: SRPGAPML-101-0720

Policyholder:

Sports and Recreation Providers Association Purchasing Group 1776 South Naperville Road, Bldg.-B

Wheaton, IL 60189

Named Insured Member:

St. John Parish Recreation 1811 West Airline Highway

LaPlace, LA 70068

Certificate Coverage Period: 03/18/2021 to 03/18/2022 at 12:01 AM at the mailing address of the Named Insured Member shown above.

Master Policy Issued By: United States Fire Insurance Company

Certificate of Coverage Issued By:

Francis L. Dean & Associates, Inc.

12800 University Drive #125

Fort Myers, FL 33907

Telephone: (800) 745-2409

Location / Description of Operations: Adult & Youth Sports Activities

See Endorsement Schedule below for any exclusions or limitations

COVERAGE(S)

Insurance is provided only for those coverages for which a limit or the word "Included" is shown below.

General Liability

Limits of Insurance

\$1,000,000.00 General Aggregate Limit (Other Than Products–Completed Operations)

\$1,000,000.00 Products-Completed Operations Aggregate Limit

\$1,000,000.00 Personal And Advertising Injury Limit

\$1,000,000.00 Each Occurrence Limit

\$300,000.00 Damage To Premises Rented To You Limit

\$0.00 Medical Expense Limit

Limits of Insurance – Optional Coverages

Excluded Abuse & Molestation Coverage - Each Occurrence Limit

Excluded Abuse & Molestation Coverage – Aggregate Limit

Included Bodily Injury To Athletic Or Sports Participants

\$1,000,000.00 Each Sports, Health, Fitness And Wellness Services Incident Limit

\$1,000,000.00 Sports, Health, Fitness And Wellness Services Aggregate Limit

Premium

\$426.80 Total Estimated Commercial General Liability Premium Due From Member

Hired / Non-Owned Automobile Liability

Limits of Insurance

Excluded Covered Autos Liability Limit

Premium

\$0.00 Total Estimated Hired / Non-Owned Automobile Liability Premium Due From Member

Liquor Liability

Limits of Insurance (the applicable statutory limit or the limit as shown below, whichever is less)

Excluded Each Common Cause

Excluded Aggregate Limit

Premium

\$0.00 Total Estimated Liquor Liability Premium Due From Member

EXHIBIT B



INSURED

COVERAGES

Hwy

DATE CERTIFICATE OF LIABILITY INSURANCE (MM/DD/YYYY) 04/01/2021 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such ONTACT Leslie Kyle PRODUCER NAME: PHONE (504) 836-9600 (A/C. No. Ext): E-MAIL kylel @ eaganins.com ADDRESS: (A/C, No): Eagan Insurance Agency, LLC 2629 N. Causeway Blvd. INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Travelers Insurance Company P. O. Box 8590 INSURER B: Technology Insurance Co. Inc 42376 New Wine Christian INSURER C Fellowship Inc. 1929 Airline INSURER D:

INSURER E:

CERTIFICATE NUMBER: CL214158180

	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE							
	POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT							
	WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE							
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l ^	A CLAIMS-MADE OCCUR			1660243M192611L20	12/05/202	12/05/202	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	POLICY PRO- LOC JECT						PRODUCTS - COMP/OP	\$ 4,000,000
	OTHER:							S
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s
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	EXCESS LIAB CLAIMS-						AGGREGATE	\$
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l B	B AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE DIFFICER/MEMBER EXCLUDED?			TWC3930645	01/30/202	01/30/202	E.L. EACH ACCIDENT	\$ 100,000
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L	(Mandatory in NH)						E.L. DISEASE - POLICY	\$ 500,000
ı								
								action (
DES	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

REVISION NUMBER:

PROOF OF INSURANCE	SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
	Cindy Paulin ENTA				

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ST. JOHN THE BAPTIST PARISH COUNCIL STATE OF LOUISIANA

RESOLUTION R21-24

Councilwoman Houston proposed and Councilwoman Schnyder seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A RESOLUTION AUTHORIZING THE ST. JOHN THE BAPTIST PARISH PRESIDENT TO SIGN AND EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH NEW WINE CHRISTIAN FELLOWSHIP FOR THE PARKS AND RECREATION DEPARTMENT'S BASKETBALL ACTIVITIES

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, in order to accommodate more registrants, the Parish has determined that the facility (gym) located at 1921 W. Airline Hwy, LaPlace, LA is suitable for the St. John the Baptist Parish Parks and Recreation Department to utilize in conjunction with REGALA Gymnasium for basketball practices and games; and

WHEREAS, New Wine Christian Fellowship has the capacity to efficiently serve the public citizens in the best interest of the Parish; and

WHEREAS, the Parks and Recreation Department will provide basketball equipment and other recreational equipment to New Wine Christian Fellowship.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to sign and execute the MOU between St. John the Baptist Parish and New Wine Christian Fellowship.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Madere, Malik, Torres, Houston, Becnel, Arcuri, Schnyder, Wright

NAYS: None ABSTAIN: None ABSENT: Duhe-Griffin

And, the resolution was declared adopted on this, the 9th day of March 2021.

Council Chairman

Šecretary

Approved: X

Veto:

Parish President

CERTIFICATE

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 9^{th} day of March 2021.

Signed at Laplace, Louisiana this ____

day of Nach 202

Jackie Landeche

Secretary

(SEAL)